

**CHESTERFIELD COUNTY  
PURCHASING DEPARTMENT  
CHESTERFIELD, VIRGINIA  
(804) 748-1617  
November 25, 2008**



**INVITATION FOR BID #08-9797**

**DAIMLER/CHRYSLER  
ORIGINAL EQUIPMENT MANUFACTURER (OEM)  
AUTOMOTIVE PARTS AND ACCESSORIES**

**DUE: 3:30 PM, December 9, 2008**

*Invitation For Bid Prepared By  
Cathy M. Lantz, CPPB  
Senior Contract Officer  
Purchasing Department  
[www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp](http://www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp)*

**CHESTERFIELD COUNTY PURCHASING DEPARTMENT  
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS  
IMPORTANT - READ CAREFULLY BEFORE SUBMITTING BID**

**1. SUBMISSION AND RECEIPT OF BIDS:**

- a. Sealed bids shall be received until, but no later than the specified time and date of opening as designated in the invitation. Late bids shall be rejected. **Bids, to include addenda or changes to a response, shall not be accepted via a FAX machine or by Internet E-mail.**
- b. In the event that Chesterfield County government offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-bid meeting and/or the published bid opening, the pre-bid meeting and/or bid opening date will default to the next open business day at the same time.
- c. All bids shall be signed on the Terms and Signature Sheet in order to be considered. Bids submitted without a signature shall be rejected. If the Bidder is a partnership or corporation, the Bidder shall show the title of the individual signing the bid, and if the individual is not an officer of the partnership or corporation, if requested, the Bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
- d. **Only when specifically requested in the bid documents** shall each bid be accompanied by a bid bond with surety satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to the Treasurer, Chesterfield County. In the event of default by the Bidder, the deposit shall be and represent liquidated damages to the County. Bids received without a bid bond, when specifically requested, shall be rejected.
- e. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- f. Unless otherwise specified, Bidders are to use the bid form furnished by the County.
- g. No bid shall be altered or amended after the specified time for opening.

2. **AMENDING BIDS:** Amending or withdrawing bids by a potential bidder prior to bid opening: A potential bidder may amend and/or withdraw a bid before the due date and time set for receipt of bids. All requests from a potential bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The potential bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the documents authenticity. All amendments/alterations to the bid are to be initialed by an individual authorized to represent the person or firm that submitted the bid.

**3. WITHDRAWAL OF BIDS:**

**Withdrawal: Construction** (*Code of Virginia 2.2-4330*)

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days, except as provided in Section 2.2-4330(A)(i), *Code of Virginia*, which states the bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. Any withdrawal request made to the Director of Purchasing must be accompanied by bidder's original work papers, or such request will be rejected. In order for work papers, documents and materials submitted pursuant to this section to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

**Withdrawal: (other than construction)**

- b. A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

**4. DENIAL OF WITHDRAWAL OF BID:** (*Code of Virginia 2.2-4330*)

If the County denies the withdrawal of a bid, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

**5. MISTAKES IN BIDS**

- a. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn only after approval by the County.
- b. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

**6. PRICING:**

- a. Bidder warrants by virtue of bidding that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the County or Bidder.
- b. Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
- c. When a bid is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for

award.

7. **PERFORMANCE AND PAYMENT BOND:** When requested in the bid, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at the time of or prior to execution of the contract. If bonds are requested in the bid, the successful Bidder shall pay the cost thereof; if not specified, the successful Bidder, when requested to do so, shall secure the bonds and the County shall pay the cost thereof.
8. **DELIVERY POINT AND TERMS:** All items shall be delivered F.O.B. destination, and freight, delivery costs, and incidental charges shall be included in the bid price(s). Failure to do so may be cause for not making award to a Bidder. The Bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).
9. **INVOICES:** Invoices for items ordered and delivered shall be submitted by the contractor in accordance with the "Send Invoice To" address shown on the purchase order. All invoices shall show the purchase order number, the name of the person placing the order, the item description, stock number, and contract price as applicable. The County's obligation to pay amounts due under the contract shall be contingent upon receipt by it of invoices in sufficient detail to permit identification of the items as described in the specifications.
10. **PAYMENT TERMS:** If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County.
11. **FINANCE CHARGES:** Finance charges imposed by the vendor on any invoice shall not be paid by the County.
12. **USE OF BRAND NAMES/SUBSTITUTIONS:** Unless otherwise specified in the invitation to bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality desired, and any product which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

In requesting a proposed substitution, the bidder shall submit with the bid form the name of the manufacturer, model number, and complete specifications on the proposed substitution for evaluation by the County. The bidder shall submit, with the bid form, a detailed list of any deviations from these specifications, written or implied. The bidder assumes responsibility for all changes in the work required as a result of the proposed substitution, including any change not listed in the request, but determined by the County to be necessary at a later point of progress in the work.

It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the contract documents, and all products furnished by the listed manufacturer must conform to such requirements. The County's decision of approval or disapproval of a proposed substitution shall be final.
13. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. Unless otherwise specified in bid, products bid must be new, the latest model, the best quality, and the highest grade workmanship.
14. **ACCEPTANCE OF MATERIAL:** The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the seller and return goods to seller at the seller's expense.
15. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result

of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation.

16. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples shall be furnished free of expense to the County and if not used in testing or destroyed, will, upon request at the time of submission of sample, be returned at the bidder's expense.
17. **TAXES:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
18. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
19. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder and shall be deemed accepted upon approval by Chesterfield County. In case of default by the successful bidder, or failure to deliver the goods and/or services ordered by the time specified, the County may terminate the purchase order and/or contract, and after due notice (verbal or in writing) may procure them from other sources and hold the defaulting bidder liable for any resulting additional cost.
20. **QUALITY EXPECTATION STATEMENT:** Chesterfield County, through its "Total Quality Improvement" initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects - zero rework".
21. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors in addition to price (as they apply) shall be a consideration in the award decision:
  - a. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include references, prior to any such award. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the County, a bidder is determined to be non responsible as a result of any investigation conducted by or for the County, award will not be made to that bidder.
  - b. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the County.
  - c. The timely completion of previous contracts for services or the timely delivery of past orders for goods.
  - d. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.
  - e. The County reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the County in determining bidder's capabilities of successfully administering the contract.

- f. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
  - g. The resale value, life cycle costing and value analysis of a product.
  - h. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
  - i. Timely delivery of goods or timely completion of services as stated by bidder.
  - j. Substantial compliance or noncompliance with specifications set forth in bid as determined by the County.
  - k. Inventory capability as it relates to a particular bid.
  - l. Results of product testing.
22. **STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE):** Attention is directed to Chapter 11, Title 54.1 of the *Code of Virginia* (Re: State registration of contractors when applicable), which requires that all bidders shall show evidence of the proper license under the provision of this chapter before such bid is considered.
23. **ADDENDA:** Any changes or supplemental instructions to this Invitation for Bid shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at [www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp](http://www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp). Each bidder is responsible for determining that all addenda issued have been received and shall acknowledge receipt of all addenda in the space provided within the Pricing Schedule or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda so issued shall become part of the IFB and any resulting contract documents.
24. **PROPRIETARY INFORMATION:** Section 2.2-4342-F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." Bids/proposals not in compliance with section 2.2-4342F will be subject to disclosure.
25. **GOVERNING LAW:** Any contract resulting from this Invitation to Bid shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
26. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.
27. **NONASSIGNMENT:** Parties to any resulting contract shall not assign the contract without written consent of the other(s). If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the contract.
28. **MODIFICATION:** The resulting contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the Contract.
29. **AUDIT OF VENDOR RECORDS:** The County reserves the right to audit all vendor records in contracts where payments are based on contractor's records of time, salaries, materials, or actual expense.

30. **NEGOTIATION:** If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.
31. **SECTION 2.2-4311 CODE OF VIRGINIA:** Every contract for goods or services over \$10,000 shall include the following provisions:
1. During the performance of this contract, the Contractor agrees as follows:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
32. **APPROPRIATION OF FUNDS:** The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year.
33. **SCHOOL BOARD:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County School Board.
34. **REQUIREMENTS CONTRACTS:**
- a. Whenever a bid is sought seeking a source of supply for a requirements contract for goods and/or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Chesterfield County as to any minimum or total amount that may or may not be purchased from any resulting contracts.
  - b. The County reserves the right, at its sole option, to renew the contract for consecutive terms.
  - c. The County reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms.
  - d. The County may award a bid to a single contractor or to multiple contractors.
  - e. The County reserves the right not to renew the contract at the end of the initial term or any subsequent term.
  - f. The County reserves the right to terminate the contract upon written notice to the contractor(s).
  - g. In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.
  - h. It is understood and agreed to between the parties in a resulting contract that Chesterfield County shall not be obligated to purchase or pay for materials under such contract unless and until they are ordered and delivered.

- i. Bids based on a firm price or those including a "downward escalator" clause for a requirements contract term may be given preference over lower ones bearing an "escalator" clause.
- j. The County has the right to extend this contract up to and not to exceed one hundred eighty (180) days following the last term of renewal.

**35. SECTION 2.2-4312 CODE OF VIRGINIA - DRUG FREE WORKPLACE**

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 36. ENVIRONMENTAL MANAGEMENT:** Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804)717-6531.
- 37. SECTION 2.2-4343.1 CODE OF VIRGINIA:** Chesterfield County does not discriminate against faith-based organizations.
- 38. COOPERATIVE PROCUREMENT (Use of contracts by other public bodies):** This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 *CODE OF VIRGINIA*. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield Contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- 39. CONTRACTOR BACKGROUND CHECKS:** In order to preserve the integrity and security of county government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- 40. SENSITIVE INFORMATION HANDLING:** Any information in the possession of the county/schools which is specific to a student, citizen, county/school business function, private business entity or other government entity which is not



generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from county facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the county facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (county) or Director of Technology (schools). Any access to county/schools information by contract workers from outside the county intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/county Information Security Manager and Chief Information Officer or designees.

41. **PRECEDENCE OF TERMS AND CONDITIONS:** Any and all Special Terms and Conditions contained in this Invitation for Bid that may be in variance or conflict with these General Terms, Conditions, and Instructions shall have precedence over these General Terms, Conditions, and Instructions. If no changes or deletions to General Terms, Conditions, and Instructions are made in the Special Terms and Conditions, then the General Terms, Conditions, and Instructions shall prevail in their entirety.
42. **VENDOR REWARDS/GIFT PROGRAMS:** It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid and demonstrate in the bid how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.
43. **SECTION 2.2-4311.1 CODE OF VIRGINIA – ILLEGAL IMMIGRANTS:** The Contractor agrees that he does not, and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Revised: September 2, 2008

CHESTERFIELD COUNTY PURCHASING DEPARTMENT  
CHESTERFIELD, VIRGINIA 23832-0001  
(804) 748-1617

IFB Prepared By:

**Cathy M. Lantz, CPPB  
Senior Contract Officer**

Invitation for Bid Number:

**08-9797**

November 25, 2008

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Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Purchasing Department, Chesterfield Administration Building, Room 402, until, but no later than **3:30 p.m.** Local Time Prevailing, **December 9, 2008**, and then publicly opened and read aloud for **establishing a requirements contract with firm pricing and delivery for Daimler/Chrysler Original Equipment Manufacturer (OEM) Parts and Accessories for all models for Chesterfield County.**

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department (804) 748-1617, three working days prior to need.

To be considered, your bid must be submitted on a copy of this Invitation for Bid. Bidders shall sign this form in the space provided on the Terms and Signature Sheet and return bid document to: Chesterfield County Purchasing Department, Administration Building - Room 402 - Fourth Floor, 9901 Lori Road, P.O. Box 51, Chesterfield, VA 23832-0001. **Mark outside of your envelope with Invitation for Bid #08-9797 and opening date of bid.**

**Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail.**

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list.**

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. All responsible vendors are encouraged to bid.

For information pertaining to the bid tabulation and award on this procurement transaction, bidders may access public notification electronically at [www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp](http://www.chesterfield.gov/ManagementServices/Purchasing/purchase.asp).

## **COMMITMENT TO DIVERSITY AND CHESTERFIELD BUSINESSES**

Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The county is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the contractor to furnish data regarding subcontractor/supplier activity with Minority-Owned Businesses (MOB), Women-Owned Businesses (WOB), and Chesterfield Businesses (CB) on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

### **DEFINITIONS:**

Women-Owned Business (WOB) - a business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interests is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens. (*Code of Virginia 2.2-1401*)

Minority-Owned Business (MOB) – a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. (*Code of Virginia 2.2-1401*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

## **PURPOSE**

The purpose of this Invitation for Bid (IFB) is to establish a requirements contract with firm pricing and delivery for Daimler/Chrysler Original Equipment Manufacturer (OEM) Automotive Parts and Accessories for all models for the Chesterfield County Fleet Management division. The Department of General Services is the primary contract user, however, the county reserves the right to extend the use of this contract to all county departments and school locations.

## **SPECIAL TERMS AND CONDITIONS**

### **Terms of Contract**

The initial term of this contract shall be effective from date of award through December 31, 2009.

### **Renewal of Contract**

Chesterfield County may renew this contract for a period of four (4) successive one (1) year periods under the terms and conditions of the original contract based on the scenario listed below.

Pricing for the initial term and for renewal terms shall be based on the Maximum Percentage Discount from the current actual OEM Manufacturer's Parts and Accessories Price List. Although the price list in effect may vary during a contract term, the maximum percentage discount shall remain firm for the initial term of the contract, as well as each renewal term. The maximum discount when applied to prices listed on the price lists shall include delivery f.o.b. destination, freight, and inside delivery as the responsibility of the contractor. The discounted prices shall include all charges that may be incurred in fulfilling the requirements of the contract.

### **Definition**

In the context of this IFB the term "automotive parts" includes OEM automotive parts, chemicals, connectors, hardware, tools, and other items commonly used in the repair, service and maintenance of automotive vehicles.

### **Pricing**

This IFB requires bidders to submit a minus percentage discount from the current actual OEM Manufacturer's published parts and accessories price list.

The County reserves the right to place orders for any parts as defined in this IFB and listed in the current actual OEM manufacturer's price list.

After award it is the contractor's responsibility to provide the Fleet Department with up-to-date OEM manufacturer's price lists (electronic version acceptable) against which percentage discounts are to be applied; this may include approximately 10 price lists per manufacturer.

### **Inquiries**

Any questions which may arise as a result of this solicitation may be addressed to Cathy M. Lantz, CPPB, Senior Contract Officer, at (804) 748-1701, or by email to [purchasing@chesterfield.gov](mailto:purchasing@chesterfield.gov). Inquiries must be received at least 7 business days prior to the due date in order to be considered. Contact initiated by a bidder/offeror concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the bidder/offeror from this transaction.

**Insurance**

**A copy of a Certificate of Insurance shall be required and must be furnished by the contractor during execution of the contract. The Certificate does not need to accompany the bid.**

The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a copy of a Certificate of Insurance, **naming Chesterfield County and Chesterfield County School Board as additional insured**. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

The Contractor shall be responsible for maintaining current certificates of insurance on file with the County, and the Insurance Company shall be responsible for notifying the County thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage.

The Contractor shall be responsible for continuing in force completed operations, bodily injury and property damage coverage for a minimum of two (2) years after completion and acceptance of the work.

**PLEASE FORWARD A COPY OF THESE INSTRUCTIONS TO YOUR INSURANCE CARRIER.**

**Instructions Regarding Insurance Certificates**

The Contractor and his insurance company should carefully review the insurance requirements applicable to this job. All requirements must be met before the County will execute the contract. In particular, we would call your attention to the following:

1. Please note that the Insurance Certificate must state that the Commercial General Liability and the Umbrella Liability Insurance Policies name **Chesterfield County and Chesterfield County School Board** as additional insured. This requirement may be met by placing the following language on the Certificate. Many Certificates have a space headed "**Description**" where the language may be inserted as follows:

**Chesterfield County and Chesterfield County School Board is additional insured or that Chesterfield County and Chesterfield County School Board is additional insured with respects to General Liability; and/or Umbrella Liability policies.**

2. The Insurance Certificate must also contain the required statement concerning notice of cancellation or other change in coverage. The statement used on some Certificate forms is not acceptable. The statement which is required by the contract documents reads as follows:

"Such certificate shall provide that in the event of the cancellation of the policy or policies listed on such certificate, not less than 30 days notice in writing shall be given to the County."

**NOTE: This requirement may be achieved through modifications to the cancellation clause by striking the words 'endeavor to' in the second line and by striking the clause reading 'but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.' OR In lieu of modifying the cancellation clause, Chesterfield County and Chesterfield County School Board may be listed an additional insured as an endorsement to the policy or by endorsement to the policy the insurer will provide 30 day cancellation notice to Chesterfield County. The endorsement should be on a separate form and attached to the certificate.**

3. The Certificate Holder should be listed as:

Chesterfield County  
c/o Purchasing Department  
P. O. Box 51  
Chesterfield, VA 23832-0001  
**IFB/RFP #**

4. Certificate of Insurance must be signed.

### **Quantities**

Chesterfield County does not guarantee the purchase of any specific minimum quantities during the initial term or any renewal terms of this contract.

### **On-Line Ordering System Internet Based Account Information**

Bidders are asked to provide information with this IFB if they have the ability to provide Internet on-line services to allow the County to place orders for automotive parts. Bidders are to include any additional on-line services that they may provide the County.

### **Delivery**

The Contractor shall deliver automotive parts in the quantities specified at the time of the order. Any automotive parts delivered without a written purchase order or a verbal request containing a purchase order number shall be at the Contractor's expense.

The Contractor shall stock, or have readily accessible for delivery, sufficient quantities of automotive parts as to ensure next day delivery after placement of order.

The Contractor shall make at least one delivery to each designated location, as required, in the morning between 7:30 a.m. and 11:00 a.m. and at least one delivery between 1:00 p.m. and 3:30 p.m., Monday through Friday, excluding holidays. The Contractor shall coordinate with the appropriate County representative at the designated locations on all automotive parts, delays, and service.

The Contractor shall provide inside deliveries and shall make them directly to the County automotive parts representative at the designated location. The Contractor is responsible for all transportation/delivery costs associated with the two deliveries per site per day. Additional deliveries may be required. The Contractor shall cover the delivery and unloading of any products ordered.

The Fleet Management Division may authorize the Contractor to expedite automotive parts deliveries through airfreight, UPS, transit bus, or other methods for speedy delivery of critical parts. This authorization shall be at the discretion of the Fleet Management Division on an exceptional basis only.

The County will pay the added cost of such expedited shipping.

The County will interpret repeated delayed or partial deliveries as a failure to meet contractual obligations and may result in cancellation of the contract.

The Contractor shall deliver parts at the following authorized locations:

Fleet Management Division  
Consolidated Vehicle Maintenance Facility  
9700 Lori Lane  
Chesterfield, Virginia 23832

Fleet Management Division  
School Bus Maintenance Shop  
10201 Courthouse Road  
Chesterfield, Virginia 23832

Fleet Management Division  
Walmsley Vehicle Maintenance Shop  
7300 Walmsley Boulevard  
Richmond, Virginia 23235

#### **Delivery Tickets**

The Contractor shall furnish an itemized delivery ticket for every delivery made to the County. The delivery ticket shall include, at a minimum, the date of delivery, ticket number, name of the authorized County representative, department name, and purchase order number, description of the parts or accessories, quantity, unit and total price for each item, and the signature of the authorized County representative of the requesting department on the Contractor's copy of the delivery ticket at the time of delivery. The County will accept partial deliveries so long as the delivery ticket reflects the actual number of parts on the delivery ticket. Modifications to the delivery ticket are not acceptable. The Contractor representative shall provide the County representative with a **legible** copy of the ticket at the delivery location.

#### **Return Policy**

If the Contractor deliver any automotive parts that the County did not order, the County shall return the automotive parts to the Contractor at no cost to the County. The Contractor shall pickup the incorrectly delivered items on its next regular delivery or no later than seven (7) days of notification, whichever comes first, and provide full credit for items returned in original condition.

The County agrees to return used automotive parts to the Contractor for credit for cores in accordance with generally accepted industry practices.

#### **Restocking**

The Contractor agrees to accept the return of all overstock automotive parts and/or items ordered by the County (not the error of the Contractor) at the original acquisition cost. The County agrees to return all automotive parts in original unsoiled boxes/packaging.

Bidders shall state their return policy on page 19.

### **Cancellation of Order(s)**

Purchases through this contract are for readily available supplies. Time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the Contractor fails to deliver the items ordered within the period of time specified in the IFB.

### **Invoices**

The County is obligated to pay only the approved amount for automotive parts. Contractor shall submit accounts payable invoices and/or statements to the following address:

Chesterfield County Government  
Fleet Management Division  
Attn: Automotive Parts Section  
Post Office Box 610  
9704 Lori Lane  
Chesterfield, VA 23832

The Contractor shall submit a monthly statement to the Automotive Fleet Manager, Fleet Management Division, Post Office Box 610, Chesterfield, Virginia 23832 within the first five business days of the month. The statement shall be itemized and include:

1. Name and address of the Contractor
2. Chesterfield County purchase order number or blanket purchase order number
3. Itemized list of parts including quantity, part number, part description, unit cost, and total cost for each item
4. Date of purchase
5. Name of authorized County representative ordering the parts and supplies
6. Name of Chesterfield County location receiving the items
7. Any charges from the previous billing
8. Any credits for the current or previous billing period

A signed delivery/work ticket must accompany each statement. Any statement received that does not include appropriate backup documentation will be returned to the Contractor for proper documentation.

### **Defective Products**

The Contractor shall pick up any defective automotive parts and upon notification from an authorized County representative shall replace the defective item at no additional cost to the County. The Contractor shall provide the replacement item immediately and not wait for the return of the defective product.

### **Recycling**

The Contractor shall be responsible for picking up and properly disposing of used batteries in compliance with EPA regulations. The Contractor shall coordinate a pickup schedule with the Fleet Management Division at each designated location not less than once each month.

### **Documentation of Non-Performance**

Each Contractor providing automotive parts to the County under the terms and conditions of this contract must provide professional service. Delivery shortages, incorrect parts, and similar errors may result in default of contract. If there are more than a two (2) percent error rate in a 12-month period, the County will document the errors and submit all documentation to the Chesterfield County Purchasing Department for a



determination of default of contract.

At the end of each month, the County will determine the percentage of errors. The first time the County realizes a two (2) percent error rate, the Contractor will receive a letter of warning from the Fleet Management Division with a copy to the Purchasing Department. The letter will detail the conditions of non-performance. At the County's option, it may attach photographs depicting any issues of non-acceptance.

After the third instance of non-performance, the Contractor will be notified in writing, and required to attend a meeting conducted by the Fleet Management Division representative and the Senior Contract Officer, Chesterfield County Purchasing Department to discuss how the Contractor will implement a quality assurance program. The County will document any guidance, decisions, or recommendations arising from the meeting.

After the fourth instance, the Purchasing Department shall issue the Contractor a written notice advising the Contractor that it must rectify the repeated issues of non-performance within-in thirty (30) days. Failure to correct the matter within a thirty-day time line or any reoccurrence of non-performance after issuance of the Letter of Substandard Performance may result in the Chesterfield County Purchasing Department terminating the Contractors participation in the contract for non-performance.

#### **Dedicated Sales Representative**

The Contractor shall have a dedicated sales representative that must visit the Fleet Management Divisions at least once per month to address questions or concerns as they may arise. Additionally, a meeting will be required quarterly between the Contractor's sales representative and appropriate Fleet Management staff.

#### **Material Safety Data Sheets (MSDS)**

The Contractor shall supply Materials Safety Data Sheets (MSDS) in accordance with Hazard Communications Act, Occupational Safety and Health Act with deliveries. If the Contractor fails to provide a Material Safety Data Sheet with its deliveries, the County may consider it as a violation of contract requirements.

#### **Asbestos Materials**

The County will only accept products that are free of asbestos.

#### **Training**

The Fleet Management Division prides itself on its programs of professional development. As such, the division is asking potential bidders to identify training courses that may be available to Fleet Management Division automotive parts technicians. This training may include but not be limited to the following:

1. Supply Chain Management
2. Inventory Planning and Analysis
3. Purchasing
4. Parts Analysis
5. Shipping and receiving
6. Transportation and distribution
7. Inventory and production control
8. Picking
9. Stock keeping and packaging

10. Quality control
11. Manufacturer or vendor certifications

Training may be in the form of:

1. Access to Web based programs from manufacturers
2. On-site training from vendors, distributors, or manufacturers
3. Off-site training at the contractor's site, or other sites

**BASIS OF AWARD**

Chesterfield County shall award to the lowest responsible and responsive bidder offering the maximum percentage discount based on the actual OEM Manufacturer's Parts and Accessories Price List in effect at the time of the bid.

**PRICING SCHEDULE**

Although the actual OEM Manufacturer's Price List may vary during a contract term, the discount offered off of the price list in effect shall remain firm for the entire term of the contract, as well as the renewal terms. **Exceptions will not be considered.**

**Lot I**

Daimler/Chrysler current actual OEM Manufacturer's Parts and Accessories Price List Minus

\_\_\_\_\_ %

**Bidder's Acknowledgement**

1. Bidder provided terms for return of overstock parts or accessories: YES\_\_\_\_\_ NO\_\_\_\_\_
2. Bidder has the ability to provide Internet On-Line services to allow the County to place orders for parts or accessories electronically: YES\_\_\_\_\_ NO\_\_\_\_\_
3. Bidder provided in this IFB an explanation of Internet On-Line services that may be offered by the Contractor to the County: YES\_\_\_\_\_ NO\_\_\_\_\_
4. After award the Contractor will provide to the Fleet Divisions copies of price lists and/or electronic version of price lists: YES\_\_\_\_\_ NO\_\_\_\_\_
5. Bidder provided with this IFB an explanation for the types of training that is available by the Contractor to the County: YES\_\_\_\_\_ NO\_\_\_\_\_

**Contact For Placing Orders**

Please furnish the name of a contact person, address, email address, telephone, and fax number for placing orders:

Name\_\_\_\_\_

Phone Number\_\_\_\_\_

Address\_\_\_\_\_

Email Address\_\_\_\_\_

\_\_\_\_\_

Fax Number\_\_\_\_\_

**Return Policy**

Bidder shall state their return policy when the County returns parts through no fault of the Contractor.

\_\_\_\_\_

**Addenda**

Bidder hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Invitation for Bid:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**TERMS AND SIGNATURE SHEET**

**All bids shall be signed on the Terms and Signature Sheet in order to be considered.**

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County. Our terms are \_\_\_\_\_

All prices shall be F.O.B.: See location in bid. Freight, delivery costs, and incidental charges shall be included in the bid price(s).

In compliance with this Invitation for Bid #08-9797 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature below certifies:

- I agree to abide by all conditions of this Bid and that I am authorized to sign this Bid.
- the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under, Chapter 12, Title 18.2, 498.4 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Anti-Trust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards.
- the accompanying bid is in compliance with the *State and Local Government Conflict of Interests Act* 2.2-3100, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no county employee, county employee's partner, or any member of the county employee's immediate family holds a position with the bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent.

**Complete Legal Name of Firm:** \_\_\_\_\_

**Order From Address:** \_\_\_\_\_  
\_\_\_\_\_

**Remit To Address:** \_\_\_\_\_  
\_\_\_\_\_

**Signature:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Fed ID No.:** \_\_\_\_\_ **Phone:** (\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_) \_\_\_\_\_

**We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting bids will receive equal consideration.**

<b>Minority-Owned Business:</b>	<b>Yes</b> _____	<b>No</b> _____
<b>Women-Owned Business:</b>	<b>Yes</b> _____	<b>No</b> _____
<b>Chesterfield Business:</b>	<b>Yes</b> _____	<b>No</b> _____